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Current Topics.

The New Air Minister.

DESPITE THE popular prejudice against lawyers, it is not a little significant that time and again recourse is had to their services in matters which might be regarded as outside their own province. Recently we had occasion to refer to the frequency with which the good offices of various eminent lawyers had been invoked in the settlement of industrial disputes and with excellent effect, but it is not only in such enquiries that the country has called upon members of the legal profession to undertake high responsibilities. A fresh instance of this is afforded by the appointment of Lord AMULREE as Air Minister in succession to Lord THOMSON, whose tragic death in the R101 we all deplore. Lord AMULREE was for many years a practising member of the Bar and in 1914 he took silk. At one time he reported cases for our contemporary, *The Justice of the Peace*; later, he became one of the editors of that publication; he was likewise an industrious editor of a large number of standard treatises dealing with various branches of local government and public health law. His intimate knowledge of licensing law—he brought out no fewer than nine editions of Paterson's well-known work on the subject—proved of excellent service when, quite recently, he was asked to undertake the duties of chairman of the Licensing Commission, a position which presumably he will have to resign in view of his new appointment. Doubtless one of the first tasks to which he will have to address himself will be to inquire into the causes of the destruction of the ill-fated airship, and in this melancholy duty his judicial experience, gained during the years he sat as President of the Industrial Court, should prove invaluable. The work of that tribunal, and the history of industrial arbitration in this country, formed the subject of an admirable monograph by him which we reviewed in these columns a short time ago. In the post to which he has been called he will find ample scope for his energies, but in the discharge of its duties he can rely on the sympathy and support of the profession of which he is so distinguished a member.

Assisting the Court.

CRITICISM AND complaints of the manner in which many cases were prepared for appeal to the Divisional Court from County Court decisions were made by Mr. Justice SWIFT, on the hearing of an appeal which came before the court on the 17th October. The papers for the judges' use appearing in an unsatisfactory condition and inadequate, his lordship asked: "Why is it that this case has appeared in this way?" Counsel, after consultation with his professional advisers, said that the solicitor's clerk had no explanation to offer. "It is not your fault," replied the judge. "It is not the solicitor's clerk's business to prepare cases for this court; it ought to be done by some responsible person in the office. There might not be a solicitor at all for all the assistance we are given. Somebody ought to be taught what is necessary; this kind of thing is continually happening in this court. Also, in an earlier case in which no note had been taken by the County Court judge, his lordship pointed out that if it was intended to appeal, the County Court judge ought to be told the point of law, and counsel should ask him to take a note of the material facts.

Registration of Accountants.

THE Departmental Committee appointed on 5th February, 1930, by the Board of Trade to consider and report whether it is desirable to restrict the practise of the profession of accountancy to persons whose names would be inscribed in a register established by law, have now unanimously reported against registration. Evidence was heard from all the various accountancy societies in the United Kingdom as well as from such representative bodies as the Federation of British Industries, the Association of British Chambers of Commerce, The Joint Committee of Legal Societies in Scotland, The Law Society, and the Board of Inland Revenue. The main reasons for the Committee's conclusion appear to have been that there was no evidence that the general public was influenced or misled by the fact that an individual described himself as an accountant, and that there was no general public demand outside the profession for registration. Some of the other reasons adduced by the Committee for its recommendation were not quite so convincing. The report states that "for many years, possibly a generation, after the institution of the register there could be no assurance that every person on the register was fully competent to carry out those classes of work," and that "a candidate for the profession who proposes to practise only in the minor branches will be required to pass tests and give proof of experience in many subjects which will not be required for his practice." The first objection might equally have been urged against the passing of the Dentists Act, 1921 (11 & 12 Geo. 5, c. 21), under which the rights of practising as a dentist were limited to persons registered under the Dentists Act, 1878 (41 & 42 Vict., c. 33), but none will now deny the beneficial results of the former statute. It is likewise doubtful whether there is any profession of which the second statement cannot be made without some show of truth. The report admits that heavy losses have occurred from time to time as a result of the incompetent audit of the accounts of friendly societies which are not collecting societies. "The total funds of these societies," the report states, "is about £100,000,000, and less than 6 per cent. of them employ public auditors. The other persons appointed as auditors are generally members of the societies: they sometimes have practically no knowledge at all of accounting." It is also alarming to realise that persons who have been expelled from existing societies of accountants because they have been guilty of unprofessional conduct may continue in practice, provided that they no longer describe themselves as members of the existing societies. The committee have, however, made their finding, and presumably it is final. The battle for the registration of the accountancy profession has been a long

one, no less than seventeen Bills having been introduced into Parliament for that purpose between the years 1891 and 1911, the 1911 Bill being supported by the Board of Trade and by many leading public men. Whether the status of registration will ultimately be reached by the accountancy profession or not it is reassuring to recall that as early as 1893, Lord HERSCHELL, then Lord Chancellor, said (as a guest of the Institute of Chartered Accountants): "Allowing for all the defects which arise in the discharge of their duties, I believe accountants merit the confidence they possess.

Chaotic Betting Law.

OUR VIEWS on the present laws as to betting and gaming have been fully stated, but freshly revealed absurdities periodically compel another reference to them. In a case at Chesterfield, in which a bookmaker was found guilty of keeping premises for ready-money betting, he was fined £100, but the defending solicitor observed that at Doncaster, not far off, the Bench took the view that licensed bookmakers had some grievance against a law which misled them into supposing that their business was legalised, and so were in the habit of imposing a nominal fine of £2 only in such cases. The Chesterfield bookmaker no doubt had a long list of convictions for the same offence against him, but if his brother at Doncaster could escape for £2 a time, his penalty of £100 may reasonably seem excessive to him. The contrast illustrates the uncertain working of the law, necessarily confusing to the police, who are discouraged from enforcing it in one district, and encouraged in the next. The ready-money bookmaker in fact appears to be in more or less the same position as the bootlegger in America, fulfilling a demand which is nominally against the law, in response to a custom or habit which the populace politely but firmly refuse to discontinue at the bidding of their legislators. Fortunately for us, perhaps, the ready-money bookmaker fulfils the demand of the poor only, so cannot accumulate the colossal funds which bootleggers use to bribe their police, though the fairly recent case of wholesale bribery of ours at Sheffield need not be forgotten. It may perhaps be wrong to drink a glass of beer on the other side of the Atlantic, or to receive a shilling and a slip for a bet on this, but in either case the people concerned have made it abundantly clear that they have no intention whatever of raising their moral standards to accord with the laws made for them by their benevolent rulers, and the sooner the facts are realised, the better.

A Judge's Investments.

IN A County Court action recently, in which an electric power supply company was a party, the judge at once informed counsel on the opposite side, according to the proper practice, that he was a shareholder in the concern. Both barristers briefed, again according to practice, politely expressed their desire that, the fact notwithstanding, he should take the case. In consenting to do so the judge added: "I need hardly say that my shares are very small," though it is difficult to see why this should be a foregone conclusion. The assumption that no English judge, whether of the High Court or a County Court, would allow his personal interest as shareholder to affect his judicial duties is happily a very safe one. Once, in the period of about sixty years ago, when the Metropolitan and District Railways were at daggers drawn and fought each other with the utmost rigour of the law—a pleasant time for their legal advisers, but less so for their shareholders—a case was called before Lord JESSEL, and counsel for the Metropolitan was about to open it, when the judge, interposing, stated that he had a holding, he thought a fairly substantial one, in the District. Counsel intimated that neither he nor his clients considered that any reason why he should not take the case. "Well" observed his lordship reflectively "now I come to think of it, I rather fancy I've got about the same holding with your own clients—so perhaps my prejudices will cancel out."

Clauses in Wills cutting down Estates Tail of Persons born in Testator's Life.

[CONTRIBUTED.]

A CASE of *Re Watson*, decided by EVE, J., on the 23rd July, shows that it may be unwise henceforth to use the particular form given in *Bythewood & Jarman Prec.*, 4th Ed., Vol. 7, p. 937.

That form, after giving life estates with remainders in tail, cuts down the estate tail of those who "are born in my lifetime or in due time afterwards" to estates for life only followed by remainders in tail to their issue.

When that form was drawn the rule of remoteness, miscalled the rule of "double possibilities," was in full operation. That rule may be stated thus: that though a man may devise a valid estate for life in land to a person unborn at the testator's death, an immediate remainder on that life estate to the issue of that unborn person is void: *Whitby* v. *Mitchell*, 44 Ch. D. 85, and this rule applies also to equitable estates: *Re Nash* [1910] 1 Ch. 1.

This rule of course did not apply to limitations of an already created and existing term: thus, suppose a testator having only a term of 3,000 years in his land, devised the land to an unborn person for life, remainder to that unborn person's issue, that remainder might well offend the modern rule of perpetuity, but the rule in *Whitby* v. *Mitchell* could have no application. For this simple reason, at law the whole term would vest in the supposed tenant for life, originally, indeed, the purported gift over of what was left of it at his death was void, but later the common law validated such gift over, but only as an executory gift, remainder it could not possibly be.

Now the L.P.A., 1925, s. 161, has abolished this rule as to limitations or trusts coming into operation after 31st December, 1925.

In *Re Watson*, GEORGE LOUIS WATSON seised in fee of the historic Rockingham Castle Estate, died in the year 1899, having devised that estate to his brother, W.W., for life, with remainder to his first and other sons successively in tail male with remainder to his testator's nephew, Sir M.C.S., for life, with remainder to his first and other sons successively in tail male with remainders over. There followed a clause "Provided and I declare that if any son or sons of the said W.W. or Sir M.C.S. shall be hereafter born whether during my life *or within due time after my death* the estate in tail male hereinbefore devised to each such son shall not take effect and in lieu thereof I devise the said hereditaments to the use of such son during his life with remainder to the use of his first and other sons successively according to seniority in tail male." The plaintiff, Sir M.C.S.'s only son, was born in 1909, ten years after the testator's death: Sir M.C.S. died in April, 1925: W.W. died in July, 1925, without having had issue. The question was whether the plaintiff was reduced to a life estate.

For the remaindermen to show that the words could not be confined to born in due period of gestation from the testator's death, *Re Wass* (1882) W.N. 158 was cited.

Against this was cited the clause of *Bythewood & Jarman*, above referred to, which had been cited in *Villar* v. *Gilbey* [1905] 2 Ch. 301, and EADY, J.'s, dictum in that case, at p. 305. It was pointed out that if the words were not so confined, though the reduction of the plaintiff's estate to an estate for life might be valid, yet the remainder in tail to his sons (if any) would certainly be void under the rule in *Whitby* v. *Mitchell*, and perhaps also under the modern rule of perpetuity. The reader will recollect that it has been held that this modern rule applied to legal contingent remainders: *Re Ashforth* [1905] 1 Ch. 535. On the argument from *Whitby* v. *Mitchell*, EVE, J., held that the words, which were in themselves ambiguous, should be confined accordingly, and that the plaintiff had a good estate in tail male.

A point was suggested but not argued, *The Duke of Marlborough* v. *Godolphin*, 1 Eden 504, being referred to, viz., that if the words were not on construction so confined, then perhaps the proviso could be treated as one entire inseparable whole, and so treated, was a void condition subsequent, and consequently even if the construction had been against the plaintiff, his previously valid given estate tail might stand unaffected.

On the words of the proviso it does not seem possible for the plaintiff to have contended in any event that by the proviso he took a life estate, followed by an estate in tail male to himself by virtue of the prior limitation.

In the case of a testator dying after 31st December, 1925, there is no argument open from the abolished rule in *Whitby* v. *Mitchell* to confine the words as in *Re Watson*, though there still remains open the argument so to confine them from the modern rule of perpetuities.

Nevertheless, instead of using the words used by *Bythewood and Jarman*, it will be advisable henceforth to say "born in my lifetime or at my death *in ventre sa mere*."

Innkeeper's Liability.

THE law relating to the liability of an innkeeper for the safe custody of the goods of his guests has not really altered in this country, with very few exceptions, since 1564. There have been a long line of cases dealing with this matter since that date, but even to-day there still appears to exist some difficulty in correctly understanding the state of the law and applying it to the particular sets of facts which in this type of case are apt to vary considerably. The innkeeper is, at common law, an insurer of his guest's goods, and, *prima facie*, liable for their safe custody. The harshness of this rule, which still exists, has been mitigated in certain circumstances by the Innkeepers Limitation of Liability Act, 1863, which limits his liability to £30. Apart altogether from this Act, however, the innkeeper is relieved from his common law liability if the loss is occasioned solely by the negligence of the guest, or, in addition, if the guest so conducts himself in relation to his goods as to show that he has intentionally relieved the innkeeper from responsibility for their protection and has undertaken that protection himself.

An interesting case bearing on this last point came before the Divisional Court—Mr. Justice SWIFT and Mr. Justice ACTON—on the 17th October on appeal from Westminster County Court (*Carpenter* v. *Haymarket Hotel, Ltd.*, 74 SOL. J. 703). The plaintiff and her husband in that case had booked a room in advance at the defendants' hotel. On arrival in the evening the plaintiff changed for dinner, and at the same time removed from her finger a diamond ring, valued at £45, and replaced it by a pearl ring. The diamond ring she put in a jewel case which she placed on the top of the things in her suit case in the bedroom. The following morning the diamond ring was missing and the loss was immediately reported in writing to the hotel proprietors. There were two notices in the hotel relating to loss of guests' goods. In the hall was the customary notice under the Innkeepers Limitation of Liability Act, limiting the hotel company's liability to £30, while in the bedrooms was a further notice to the effect that the company would not be responsible for any property lost in the hotel, and earnestly requesting visitors to lock their doors and leave the key with the hall porter. The bedroom notice concluded with the words: "All articles of value should be deposited at the office and a receipt obtained for the same." In the action brought by the plaintiff in the County Court, the judge found as a fact that the plaintiff had not been guilty of any negligence, but he referred to the case of *Jones* v. *Jackson* (1873), 29 L.T.R. 399, and said that he was bound by the decision in that case to give judgment for the defendant hotel company. In *Jones* v. *Jackson*, there was a notice in the bedroom that: "The proprietor will be glad to take charge of any valuables," and KELLY, C.B., giving judgment, referring to an earlier authority, said that it would appear to show that where opportunity of placing property under the care of the landlord, or otherwise for safety, was given, but the customer neglected to avail himself of such opportunity, that constituted such negligence as would exonerate the innkeeper in case of loss. Judgment in that case was given for the defendant innkeeper, and BRAMWELL, B., pointed out that "it would be downright cruelty to make innkeepers responsible under such circumstances as these. The conduct of the plaintiff was most careless."

Mr. Justice SWIFT, in the present case, said that, having found that the plaintiff had not been negligent, the county court judge ought to have entered judgment for her. All that *Jones* v. *Jackson* amounted to, he said, was that there was evidence in that particular case upon which the jury was entitled to find that the plaintiff had been guilty of negligence. There was also no evidence in the present case (*Carpenter* v. *Haymarket Hotel, Ltd.*), added his lordship, to show that the plaintiff had so acted as to show that she had retained to herself the protection of the ring so as to relieve the defendants from liability for its loss. "To suggest," he said, "that a woman or a man who leaves some valuable article in their bedroom shows that they intend to relieve the innkeeper of his common law liability to insure it against theft or loss in any way seems to me quite unarguable."

The position, then, would appear to be that, provided the guest has not been in any way guilty of negligence the innkeeper cannot escape his liability for loss, limited to £30 under the Act of 1863, unless the guest has in some definite manner, as by not obeying the terms of a notice by the innkeeper offering to take charge of valuables, clearly indicated that he intends to retain the protection of his goods. But, merely to retain the protection of the diamond ring in the present case, said Mr. Justice Swift, was not such conduct as to relieve the defendant hotel company from liability for the loss, because, pointed out his lordship, a woman could not be expected "to trot down from her bedroom to the office in order that she might deposit the ring with the clerk at the office rather than put it in her suit case." Looked at in that light, the matter resolves itself into a question of degree, and if the valuable in question had been worth, say, several hundreds of pounds, it seems probable that even if the plaintiff had not been negligent, the innkeeper would still have been protected by the bedroom notice, for surely, to retain exclusive control of such a valuable article of jewellery, when facilities were provided by the innkeeper for its safe custody, would place the guest in a position where he was unable to recover in case of loss.

The most recent reported case on innkeeper's liability was *Aria* v. *Bridge House Hotel (Staines) Ltd.*, 137 L.T.R. 299, where a motor-car was stolen from the hotel car park while its owner was having dinner in the hotel. Giving judgment for the guest, Mr. Justice SWIFT said: "I do not decide any question about negligence—it (the car) was lost, and the innkeeper must make good the damage to the guest who brought it there."

THE LAW'S PROMPTITUDE.

The trial before Mr. Justice Wright, reported in *The Times* of Saturday, and his sentence of ten years' penal servitude on the armed burglar for firing a revolver at the police officer who was chasing him, shows what gunmen may expect here. It also illustrates the promptitude of the law in a case of this kind. The "gunning" was on Saturday, 4th October; fortunately all the shots missed their mark—the gunman was committed for trial at the Central Criminal Court in time for the current session, and he was tried, convicted and sentenced on Friday, 17th October—all within a fortnight.—Mr. JAMES DUNDAS WHITE, in *The Times*.

Company Law and Practice.

XLIX.

THE RIGHT TO RECEIVE BALANCE SHEETS.

THE balance sheet of every company, whether it be a public company or a private company, has to be available for the perusal of the members; there is a distinction between the two classes of company for this purpose, however, and this distinction will be referred to later in this article. Balance sheets must be prepared by every company, and so also must profit and loss accounts (or, in the case of companies not trading for profit, income and expenditure accounts), but while the members have rights with regard to the accessibility of the balance sheets of their companies, the Companies Act, 1929, confers no such right as to profit and loss accounts. A correspondent writes to emphasise this point, and makes the suggestion that there may have been a slip in the Act. There seems, however, to be no doubt but that the omission of profit and loss accounts is deliberate, and that it is not intended that curious shareholders shall be entitled as of right to probe too deeply into certain aspects of the trading carried on by the company of which they are members.

Let us pause for a moment to examine the rights as to balance sheets conferred on shareholders.

These rights are conferred by s. 130 of the Companies Act, 1929, and may be considered in two parts, as affecting (*a*) companies other than private companies, and (*b*) private companies. In the former case a copy of every balance sheet, including every document required by law to be annexed thereto, which is to be laid before a company in general meeting (as to which see s. 123), together with a copy of the auditors' report must, not less than seven days before the date of the meeting, be sent to all persons entitled to receive notices of general meetings of the company (s. 130 (1) (*a*)). It will be noticed that this is not very wide in its scope, in that only a very restricted class of members may come within its provisions in such a way as to entitle them to copies of the balance sheet. It not infrequently happens that there are large classes of members, who, under the articles, are not entitled to receive notices of general meetings except in certain events—the most common case, perhaps, being that of preference shareholders who are not to be so entitled unless their dividends are in arrear for a specified period or unless certain other events occur.

But this does not mean that these persons who are not entitled to notices cannot see the balance sheet, for s. 130 (1) (*b*) provides that any member of the company, whether he is or is not entitled to have sent to him copies of the balance sheets (that is, whether he is or is not entitled to receive notices of general meetings of the company), and any holder of debentures of the company is to be entitled to be furnished on demand and without charge with a copy of the last balance sheet of the company, including every document required by law to be annexed thereto, together with a copy of the auditor's report on the balance sheet. Here we have yet another example of drafting of a kind which ought to be avoided: in s. 130 (1) (*a*) there is a reference to "a copy of the auditors' report," and in s. 130 (1) (*b*) there is a reference to "a copy of the auditors' report on the balance sheet." They are the same thing, and indeed, unmistakably the same thing, but the fact that there is no possibility of mistake cannot excuse a drafting error; and a drafting error it certainly is to make use of two varying expressions in one Act of Parliament to describe the same thing.

Under ss. 113 (3) and 114 of the Companies (Consolidation) Act, 1908, shareholders and debenture-holders had a right to be furnished with a copy of the balance sheet and the auditors' report, but at a charge not exceeding sixpence a hundred words. Penalties are imposed by s. 130 for not circulating the balance sheet as required by the section, and also for not complying with a demand made under the section for copies; under the Act of 1908 there was no penalty expressly laid down for a breach of the corresponding provision as to the supplying of copies on demand.

As stated earlier in this article, the position of a private company is different: members are there entitled to be furnished with a copy of the balance sheet and auditors' report at a charge not exceeding sixpence a hundred words, and there is a penalty for default in complying with this provision. There are several distinctions to be found from the case of a public company: there is no need to send the balance sheet to anybody, except on demand; on demand the balance sheet need not be furnished unless a fee is paid; and debenture-holders have no rights of inspection. On principle, it does not seem to be easy to justify this differentiation; if, as one may perhaps assume, the object of these provisions is to protect members and persons who lend money on security, why should members of a private company have less protection in this respect than members of a public company, and persons lending on security to a private company none at all?

At the risk of any of my readers making unkind comparisons with Mr. DICK, I must return to the question of slovenly drafting above referred to, for in s. 130 (2), which is the sub-section dealing with private companies, the wording, where it might be the same, differs from the previous sub-section. In s. 130 (1), when the balance sheet is referred to, there is added the words "including every document required by law to be annexed thereto," while in s. 130 (2), no such words are added. Again, it is clear what the section means, but it ought to be consistently worded throughout.

(*To be continued.*)

A Conveyancer's Diary.

Entailed Interests.

The alterations made by the L.P.A. and the S.L.A. with regard to estates tail have given rise to some interesting questions in connexion with the sales of such estates.

Before 1925, estates tail could only be created in realty, any purported creation of such an estate in leaseholds or in pure personalty having the effect of conferring an absolute interest upon the tenant in tail or, in the case of a settlement, upon the first tenant in tail in possession.

Estates tail may now subsist in realty or personalty, but so far as regards land, either of freehold or of leasehold tenure, only as equitable interests. This is the result of s. 1 (1) (ii) (*a*) of the S.L.A., 1925, providing that any instrument whereby land stands for the time being limited in trust for any person in possession for an entailed interest, whether or not capable of being barred or defeated, is a settlement within the meaning of that Act. By virtue of ancillary and transitional provisions effect is given to that enactment.

Consequently all land held for an estate tail in possession is settled land. The legal estate in fee simple or for a term of years absolute is vested in the tenant for life, and the estate tail takes effect as an equitable interest only.

It will be as well to point out here some of the other changes which have been made in the law with respect to estates tail.

Since the commencement of the L.P.A., 1925, an interest in tail may be created by way of trust in any property, real or personal, but only by the like expressions as those which before the commencement of the Act a similar estate tail could have been created (L.P.A., 1925, s. 130 (1)). It is still necessary, therefore, to use the expression "heirs of the body" or "heirs male of the body," or "in tail," or "in tail male," as the case may be, although words of limitation or equivalent expressions are no longer required to pass an estate in fee simple (L.P.A., s. 60 (1)).

The method of disentailing by assurance under the Fines and Recoveries Act, 1883, is not affected by the legislation

of 1925, but by s. 133 of the L.P.A. the enrolment of such assurances in the Central Office is rendered unnecessary.

Where after the commencement of the L.P.A. personal estate (including proceeds of sale of land directed to be sold and chattels directed to be held as heirlooms) is directed to be enjoyed or held with or upon trusts corresponding to trusts affecting land in which, either before or after the commencement of the Act, an entailed interest has been created, such direction is sufficient to create a corresponding entailed interest in such personal estate (L.P.A., s. 130 (3)). This provision simplifies settlements which comprise both real and personal property. Also it enables a settlement of land to be made by way of trust for sale, the proceeds being settled upon trusts corresponding to the limitations of a strict settlement of land. That will, I think, be found to be a very useful and convenient form of settlement when it is desired to give to trustees, instead of to the tenant for life, the powers of sale, management, etc., which are conferred upon the latter in settlements which are within the S.L.A. That form of settlement will, I think, be increasingly used in the future. It has the advantage of not putting it in the power of a tenant for life to sell when he pleases and by providing (as it may) that no sale can take place without his consent, it does not leave the trustees with a free hand. It is, in fact, the most effective method of creating a strict settlement, with as much fetter upon the sale of the property as can be devised.

Another very important new provision is that contained in s. 176 of the L.P.A., 1925, which enables a tenant in tail, by a will executed after the commencement of the Act or confirmed or republished by codicil after such commencement, to devise or bequeath property of which he is tenant in tail in possession at the time of his death, or money (including the proceeds of sale of property directed to be sold) subject to be invested in the purchase of property of which, if it had been so invested, he would have been tenant in tail in possession at his death. The effect of that enactment is that a devise or bequest of entailed property by a tenant in tail in possession operates as a disentailing assurance executed by the tenant in tail immediately before his death. The devise or bequest must, however, refer specifically either to the property or to the instrument under which it was acquired or to entailed property generally.

Turning now to the subject of sales by tenants in tail, the first statutory provision to be noted is that contained in s. 42 (4) of the L.P.A., 1925, which enacts that, if the subject matter of any contract for the sale or exchange of land (*inter alia*) :—

> "(iii) is an entailed interest in possession and the vendor has power to vest in himself or in the purchaser the fee simple in the land (or, if the entailed interest is an interest in a term of years absolute, such term) or to require the same to be so vested, the contract shall be deemed to extend to the fee simple in the land or the term of years absolute."

It will be noticed that this provision applies to a contract for sale of "an entailed interest." Now, before 1926, an entailed interest could not be conveyed. A tenant in tail could convey the land for the term of his own life or by a purported conveyance in fee simple (not enrolled as a disentailing assurance) could create a base fee, but his entailed interest could not be transferred to another.

If, before 1926, a tenant in tail in possession, entitled to bar the entail, entered into a contract to sell the land in fee simple, the purchaser would have been entitled to a conveyance in fee simple, which, when enrolled, would have the effect of barring the entail, or to a conveyance under the powers conferred by the S.L.A., 1882; but a contract for sale of his entailed interest would not have entitled the purchaser to more than a conveyance of the land for the life of the tenant in tail or a conveyance creating a base fee which amounts to much the same thing. The provisions of s. 42 just referred to, seem to do no more than enact that a contract to sell an entailed interest shall be construed as a contract to sell the entailed land. If that is all (and I think it is) it was hardly worth the doing. A tenant for life may still dispose of the land for the term of his own life, and a contract by him to do so would be valid and entitle the purchaser to a transfer of such an estate, which would, of course, be an equitable interest only.

So far, therefore, as concerns a transfer *inter vivos*, by a tenant for life of his own interest in the property, the law remains substantially as it was before 1926, the only difference being that his estate is now an equitable estate and that a contract by him to sell his entailed interest to a purchaser is to be construed as a contract to sell the legal estate in fee simple (or for a term of years absolute) under his statutory powers.

The question of importance which now most frequently arises is, what is the position of a tenant in tail in possession who by virtue of the transitional provisions of the L.P.A., and the S.L.A., has the legal estate in fee simple vested in him, his estate tail having been converted into an equitable interest? How can a sale by him best be carried out so that he may possess himself of the purchase money?

I must postpone a consideration of these questions until another week.

A further letter from Mr. E. O. Walford on this subject is published in another column.

Joint Wills. I do not think that there is any real difference between us. The expression "joint will" has often been used in the cases and is used in the latest case *Re Hagger*, upon which I commented in my first article. All I intended to convey was that that expression more properly (perhaps "aptly" would have been a better word) applied to a will such as that in *Re Raine*, than to wills like those in other cases, where the testators gave their property to each other for which, as it seems to me, "mutual will" is a better name. Whatever name is used there is no difference between Mr. Walford and myself, as to the effect of such a will. I said that I thought that a "joint will" was one which would only take effect on the death of the survivor of the testators (as in *Re Raine*). I agree that when that time comes it will operate and be proved as the will of the survivor and I made no suggestion to the contrary.

Landlord and Tenant Notebook.

Joint Lessees. The recent decision (*T. M. Fairclough & Sons Ltd.* v. *Berliner*, *The Times*, 16th Oct.), to the effect that if premises let to more than one person be forfeited relief can only be granted if all concur in applying, shows that when statute law supersedes equity, the results are perhaps not always what the legislature intends. Negativing an argument based partly on the L.P.A., s. 36 (joint tenancies), Maugham, J., held that as s. 146 (relief against forfeiture) specified the "lessee," he could not act when one of two joint lessees applied and the other remained neutral.

Other decisions on points affecting joint tenants have turned sometimes on the construction of a particular lease, sometimes on general rules of common law. The validity or otherwise of the exercise of a power to determine was, in *Right d. Fisher* v. *Cuthell* (1804), 5 Ea. 491, decided by reference to the words of the instrument; and as these ran "either landlord or tenant or their respective heirs and executors" and only two of three executors had signed the notice (though it purported to be on behalf of all three), it was held to be insufficient. In *Re Viola's Indenture of Lease*: *Humphrey* v. *Stenbury* [1909] 1 Ch. 244, premises had been let to a husband and wife with an option to determine phrased "if the lessees should be desirous of terminating . . . and of such desire shall give to the

lessor . . ."; the same reasoning was applied and an intimation signed by the husband only was held to be ineffective, the court refusing to infer authority from the fact that he had paid the last two gales of rent.

As regards notices to quit, the only reported decisions appear to relate to notice given *to* joint lessees. In *Doe d. Bradford* v. *Watkins* (1806), 7 Ea. 551, service on one tenant on the premises was held to be evidence that the other knew of the notice, though he resided elsewhere. The decision follows that of *Jones d. Griffiths* v. *Marsh* (1791), 4 T.R. 464, in which the notice had been handed, and its contents intimated, to a maidservant of the tenant at his house which was not on the premises let. To the same effect is *Doe d. Macartney* v. *Crick* (1805), 5 Esp. 196 (the marginal note, and one well-known text-book, give this as a case of tenants in common; but in the judgment they are described as holding jointly).

The nature of distress and the doctrine by which it is said that rent "issues from the land" make it unnecessary to consider how many lessees hold when this remedy is applied: see 1 Roll. Abr. 671.

A case of disclaimer of a joint lease to partners is *Ex parte Corbett: re Shand* (1880), 14 Ch. D. 122, C.A., in which it was held that the landlord was entitled to prove against the separate estates in respect of the loss occasioned, under the then equivalent of the Bankruptcy Act, 1914, s. 54 (8).

But in various statutory provisions designed, like the L.P.A., s. 146, to confer benefits on tenants, the legislature does not appear to have considered the question of joint lessees. The L.T.A., 1927, contains an interpretation section (s. 25) by which "tenant" for the purposes of the Act means "any person entitled in possession under any contract of tenancy"; if a landlord were to receive a notice of intended improvement, or a request for a new lease, signed by one of two joint lessees, could he, in view of the word "any," disregard it? The operative part of the Act speaks only of "a tenant" or "the tenant." The same applies to the operative part of the Agricultural Holdings Act, 1923; the section relating to notice to quit (s. 23) uses the words "either party"; the interpretation section (s. 57) makes the expression mean "the holder of land under a contract of tenancy" and include legal personal representatives. The provisions of the Housing Act, 1925, by which landlords are made liable for certain repairs, are to be found in the first section; of this, sub-s. (1) refers to "the lessee," sub-s. (2) to "the tenant," while the remaining sub-section defines "landlord" but not "tenant." By s. 5, the landlord must give notice of the name and address of the local medical officer of health to "the tenant." And the various statutes relating to small holdings and to allotments use the singular when indicating grantees, and dispense with interpretation.

Our County Court Letter.

FISH FRYING AS A BREACH OF COVENANT.

In *Jeffrey* v. *Lobley*, recently heard at Gainsborough County Court, the parties were owners of a pair of houses, each being subject to a covenant not to use the premises for carrying on any noisome or noxious trade or business. The plaintiff therefore claimed damages and an injunction by reason of the defendant's premises having been let to a tenant as a fried fish and chip shop, whereby it had been rendered necessary for the plaintiff to keep her windows always closed, and to use only the back rooms when the odour entered by the front window. The defendant's case was that (*a*) the district had ceased to be residential, as there was also a smell from the gasworks opposite, (*b*) the best dripping and modern appliances had been used in order to reduce the smell, (*c*) the business had always been properly conducted, and the existence of an obnoxious smell was denied by neighbours living in close proximity and also by passers-by. His Honour Judge Langman reserved judgment and (after a view) he found as a fact that the odour did penetrate the adjoining premises, to an extent which occasionally interfered with health and the ordinary comfort of life, and that a case of nuisance at common law had been made out. The covenant was designed to prevent the houses from being rendered less healthy or fit for occupation, and, although the latest improvements might have rendered fish and chip shops generally unobjectionable, the degree of smell must depend on the direction of the wind. The defence was that the odour was merely unpleasant, and insufficient to interfere with health and comfort, but the evidence of those who lived next door showed that the odour was an undesirable inconvenience to persons of ordinary taste. His Honour was reluctant to interfere with such a well-conducted business, which was the tenant's livelihood, but the defendant was aware of the covenant, and had taken a risk in giving her consent to the business. An injunction would nevertheless be oppressive to the defendant and her tenant, and was accordingly refused, but the plaintiff's premises had depreciated in value by £50, for which amount judgment was entered with costs.

The above subject had previously been considered in *Duke of Devonshire* v. *Brookshaw* (1899), 81 L.T. 83, in which there was a covenant against "carrying on any offensive trade whatever," and the defendant had carried on a fried fish shop for five years without complaint, but had then been summoned by the local authority. The proceedings were compromised on certain improvements being carried out, and the business was allowed to continue for another seven years, when the plaintiff claimed an injunction for breach of covenant. The defendant pleaded waiver by acquiescence, but Mr. Justice Kekewich pointed out that the question was whether the business was offensive according to (*a*) its nature, (*b*) the locality, (*c*) the manner of carrying it on. A fried fish business was not necessarily an offensive trade, but the learned judge accepted the plaintiff's evidence, and observed that it was a double-edged argument for the defendant to say that he was doing his best, as the need for precautions showed that the business was offensive. As the plaintiff's agent had been unaware of the existence of the business, the plea of waiver failed, and the covenant could be enforced for the benefit of the neighbourhood. An injunction was therefore granted, with costs.

The same problem arose in a more difficult form in *Errington* v. *Birt* (1911), 105 L.T. 373, where the defendant had covenanted not to use the premises "otherwise than as a restaurant," and not to do anything which might be an "annoyance or inconvenience" to the adjoining houses. The defendant's case was that he was entitled to keep a restaurant, but he admitted that half his trade was the sale of fried fish for consumption off the premises, and Mr. Justice Avory held that the fried fish business was being cloaked under that of an ordinary restaurant. Many of the neighbours were in favour of the continuance of the business, but the next-door neighbour had lost her lodgers on account of the smell, and an injunction was granted accordingly, no damages being awarded.

Practice Notes.

BLACK SMOKE.

An additional protection for factory and colliery owners against the danger of causing nuisance by the emission of excessively large quantities of smoke from chimneys has recently been satisfactorily tested in two collieries. The new device takes the form of a special type of fire bar, the "ringrose bars," the use of which, it is claimed, given skilful stoking, will very greatly diminish, if not abolish, the customary volumes of dirty black smoke which are so injurious from the public health point of view. Black smoke, it is declared at the collieries where the innovation is already installed, is now a

thing of the past. Section 91 of the Public Health Act, 1875, provides that: "Any chimney (not being the chimney of a private dwelling-house) sending forth black smoke in such quantity as to be a nuisance" shall be deemed to be a nuisance within the meaning of the Act, and it has been held in *Patterson* v. *Chamber Colliery Co.*, 56 J.P. 200, that that section applies to black smoke allowed to be sent forth out of chimneys of coal mines. If, perchance, any alteration incorporated into the design to diminish smoke failed in its appointed purpose, the particular construction of the furnace would not necessarily provide a defence to a charge of nuisance, since evidence on the question of construction cannot as of right be given. This was laid down in *Weekes* v. *King*, 49 J.P. 709, where smoke from a brewery in Hove amounted to a nuisance. The justices, in stating the case, asked, *inter alia*, whether they should have received evidence to show the construction of the furnace. Pollock, B., in his judgment, said: "The appellant, thus, cannot, I think, protect himself against the charge which is brought against him, and the justices properly refused to receive evidence as to the construction of the furnace and the careful attention given." This type of case comes within the class in which the Legislature has said that a person carrying on a business likely to cause damage or be a nuisance to the public, shall carry it on at his peril. There is an absolute duty to prevent the nuisance, and *Niven* v. *Greaves*, 54 J.P. 549, is an instance of the master being responsible for the stoker's negligence.

ADMIRALTY SHORT CAUSE RULES.

In our last issue, under "Costs of Litigation," we referred to the Admiralty Short Cause Rules of 1908, and indicated the nature and advantages of the recent amendment which has been incorporated, with the acknowledged object of lessening law costs. In further amplification of our previous statement, and in the interests of would-be benefactors, we add here the *modus operandi* to secure the desired advantages. The first step *in every case* is, of course, the issue of a writ in the ordinary way in accordance with the rules. The litigants then have *two* courses open to them: (*a*) they may elect to proceed under the Short Cause Rules; or (*b*) they may prefer to arbitrate. In the first case, when proceeding under the Short Cause Rules in the ordinary way, parties must first sign the consent form and lodge it in the Registry. Thereupon an application for directions is immediately made to the judge who can fix a day for trial at once and make such orders as he may think fit. In (*b*), if the parties choose to arbitrate, the consent must still be signed first and the submission to arbitration lodged. The application to the judge follows in the same way as in an ordinary cause. Also, matters are then dealt with for the judge in exactly the same way as they would be in an ordinary arbitration outside the court. The important advantage, of course, is that in a submission to arbitration in this way, apart from the smaller costs, the parties obtain a judgment of a High Court judge. The form of consent is in the following words: "We the undersigned respectively hereby agree that this cause shall be dealt with, heard, and determined, according to the (1908) Short Cause Rules (Amended 1930)."

Correspondence.

Joint Wills.

Sir,—I am indebted to your contributor for his observations in your issue of the 4th October (at p. 653), but it appears that he differs entirely from the President in the case of *In the Estate of Heys* [1914] P. 192, where he says: "apparently a mutual will in the strict sense of the word is a will executed by two or more people, or what is more accurately called a joint will. Such was the will which existed in the case of *Dufour* v. *Pereira*, and in the case of *Hobson* v. *Blackburn*. I indicated that I might be more convinced of the possibility of a joint will "properly so-called" if a case could be quoted in which probate of a joint will *as such* had been granted, but it appears to be abundantly clear that there can be no such thing as a joint will properly so-called, and the case of *Hobson* v. *Blackburn* is really sufficient authority upon this point. Sir John Nicholl, in words which have been approved by the President in the case of *In the Estate of Heys* (*supra*), stated that "an instrument of this nature is unknown to the testamentary law of this country, or in other words, it is unknown as a will to the law of this country at all."

The point which I wish to make quite clear is that the remarks of your contributor in his further note do not appear to touch the point which I have mentioned at all. I suggest that a so-called joint will can never be *properly* so-called because such a will is unknown to the English law!

It appears to be suggested now that a "joint" will can exist with regard to joint properties, but I beg entirely to disagree. Even in the case of jointly-owned property a so-called joint will of two persons operates as the separate will of each, and probate is granted accordingly.

London, W.C.2. E. O. Walford.
14th October.

Reviews.

The Howard Journal. September, 1930. London: The Howard League. 1s.

This is a full and informative number of the Journal. The "Editorial" contains some useful corrections of the Home Office memorandum presented to the Select Committee on Capital Punishment, but they are worded with perhaps unnecessary severity. However, it is a subject on which both sides apparently feel very strongly, though one would have thought we might have advanced sufficiently for a sociological subject, not intimately bound up with politics or finance, to be discussed with more scientific detachment.

There are, as usual, articles on various aspects of penal discipline, and an excellent set of reviews of books touching the subjects with which the League is concerned.

The editor paid us the compliment of reproducing (with permission) one of our lighter contributions—a "Legal Fiction"; a sense of humour is useful to penal reformers.

The Carriage of Goods by Sea Act, 1924. Third Edition. By Sanford D. Cole, Barrister-at-Law (formerly a Solicitor of the Supreme Court), London. Effingham Wilson. 1930. 6s. net.

The Carriage of Goods by Sea Act, 1924, is an important statute and we therefore welcome the third edition of Mr. Sanford Cole's excellent little work on this subject. It gives in an extremely handy way the principal cases and further gives references to the various reports of, and evidence given before, various bodies who considered the Hague Rules. There is an interesting little historical introduction setting the Act and the Rules in their proper perspective, both national and international.

Questions and Answers on Constitutional Law and Legal History. By D. M. Griffith, M.A. London. 1930. Sweet & Maxwell, Ltd. 5s. net.

This handy little book, primarily intended for the use of law students, contains a wide range of questions and answers, judiciously chosen and arranged to facilitate a rapid grasp of the essential details of the subject. The references at the foot of each answer to authoritative text-books will be much appreciated and make the book one which can be very profitably used in conjunction with those works. A small index might have been an advantage, but the pleasing subdivision of the book perhaps makes it unnecessary.

POINTS IN PRACTICE.

Questions from Solicitors who are Registered Annual Subscribers only are answered, and without charge, on the understanding that neither the Proprietors nor the Editor, nor any member of the Staff, is responsible for the correctness of the replies given or for any steps taken in consequence thereof. All questions must be typewritten (in duplicate), addressed to The Assistant Editor, 29, Breams Buildings, E.C.4, and contain the name and address of the Subscriber. In matters of urgency answers will be forwarded by post if a stamped addressed envelope is enclosed.

Agricultural Holding—Tenant giving Notice—Position of Sub-tenants.

Q. 2037. In 1922 A demised to B "All the premises in the occupation of X Y and his undertenants To hold the demised premises for one year and thereafter from year to year." The said premises, both those formerly in the occupation of X Y and those in the occupation of his undertenants, are agricultural holdings within the meaning of the Act of 1923. B has been in occupation ever since of the premises formerly occupied by X Y and has received the rents from the undertenants. He now wishes to vacate the property and to give a year's notice to quit expiring at Michaelmas, 1931. The undertenants hold on a yearly agreement, also from Michaelmas to Michaelmas. We act for B and shall be glad to know:—

(1) Must he give the undertenants notice to quit, or can he quit the property occupied by him, leaving the undertenants undisturbed?

(2) As he is giving notice to quit, he will not be entitled to a claim for disturbance, and as he has been accepting rent from the undertenants it is assumed he is their "landlord," and if he must give them notice to quit, must he pay them their claim for disturbance?

(3) If the answer to question No. (2) be that he must pay the undertenants' claim for disturbance, has he any right of recovery against the head landlord A?

A. B's position seems to depend on whether "in the occupation of . . . his undertenants" were mere words of description of the lands. If they referred to sub-tenancies which did not automatically or by notice expire with the cesser or surrender of X's tenancy, then B was under no liability to put an end to them, and the superior landlord must take the land at the expiration of B's notice subject to such tenancies. If, however, the sub-tenancies expired either by operation of law or notice to quit, there was an express or implied re-letting by B, and it is considered that B must give notice to the sub-tenants and himself pay for disturbance. He is landlord within the definition in the Act (and see *Curtis* v. *Wheeler* (1830), M. & M. 493), and can get no charge beyond his own tenancy (see s. 20). He could not sub-let so as to give his sub-tenants rights against the superior landlord beyond his own tenancy, but he would seem to be clearly liable either on an implied warranty of title or on the principle of derogation from his grant by the act of voluntarily terminating his own tenancy (see *Markham* v. *Paget* [1908] 1 Ch. 697).

Voluntary Settlement—Advance of Money Settled to Settlor—Whether a Debt deductible against Estate Duty.

Q. 2038. A executed a settlement in 1925 whereby the trustees acknowledged that they had received from him £2,000 to invest on promissory note to the settlor, payable on demand, or in or upon any investments authorised by law for the investment of trust funds. The trustees lent the sum so received by them to the settlor upon a promissory note, payable on demand, and in the meantime bearing interest half-yearly. The trusts of the settlement are that the trustees shall pay the income of the trust funds to the settlor's daughter during her life, and upon her death hold the trust funds upon trust for her children. If those trusts fail, the trust funds are to be held upon trust for such persons as would be entitled to the trust funds at the death of the settlor's daughter had she died possessed thereof intestate and without having been married. Other than in that way the settlor has no interest in the trust funds. The settlor is not yet dead, but desires to know if any duty will become payable on his death in respect of the settlement funds if upon his death the same remain invested upon the promissory note referred to.

A. The settlement, which it is assumed was a voluntary one, or only in consideration of marriage, appears to be an ingenious attempt to make the £2,000 a debt deductible from the settlor's estate on his death under s. 7 of the Finance Act, 1894. We have little doubt, however, that if the settlor still has the money at his death, the Estate Duty Department would enquire into the circumstances of the giving of the promissory note, and would allege that it was a debt *not* created *bona fide* for a full consideration in money or money's worth wholly for his own benefit, and therefore was not deductible from his estate, and the trustees could hardly be advised to contest the question.

Searches—Against Whom?

Q. 2039. (1) Against whom should a search be made on sale by a mortgagee?

(2) Against whom should a search be made on sale by personal representatives? Should it be made against all the executors proving the will giving their addresses and mentioning that they are personal representatives of the testator, etc.?

A. (1) Against the mortgagee. It is the usual (and probably satisfactory) practice to confine the search to the vendor, if, as in this case, he acquired title for money's worth.

(2) Against all the personal representatives, their testator, and, if he did not acquire title for money's worth, back to and including the last person who acquired title for money's worth. It is not necessary when searching against the personal representatives to advise the Registry of the name of their testator or of their fiduciary capacity.

Duration of Service Agreement.

Q. 2040. X, a solicitor, is engaged as an assistant by a firm of solicitors. The agreement reads: "The clerk agrees with the employer as follows: For the period of one year from the date hereof and afterwards until the employment shall be terminated as hereinafter provided . . . to serve as a general clerk." The proviso reads: "Either party hereunto may determine the said agreement at any time after the expiration of one year from the clerk hereof on giving unto the other of them three calendar months' notice in writing for that purpose." A friendly discussion has arisen as to whether the clerk is bound for one year only or for fifteen months, and your opinion would be welcomed.

A. The clerk is bound for fifteen months, as the words "and afterwards" have the effect of continuing the service beyond the first year. The earliest date upon which notice can be given is one year from the date of the agreement, to take effect three months afterwards, i.e., fifteen months from the commencement of the service. The principle of construction is the same as that governing tenancy agreements, as to which see *In re Searle* [1912] 1 Ch. 610.

In Lighter Vein.

THE WEEK'S ANNIVERSARY.

On the 16th October, 1726, Mr. Justice Price was appointed to the Common Pleas. According to one account, he abandoned the heavy business of the Court of Exchequer, where he had till then sat, in the hope of finding more peace and leisure in his new position. However, so high was his reputation as a judge that it is said that his presence in the Common Pleas immediately diverted the main stream of litigation thither. A contemporary poet supplies the following eulogy :—

" When Price revived the crowding suitors' sight,
The Hall of Rufus was the seat of right.
In all her arts was fallacy beguiled,
The orphan gladdened and the widow smiled,
Sure to behold in every just decree,
The friend, the sire, the consort shine in thee.
Mild equity resumed her gentle reign
And bribery was prodigal in vain."

This beneficent judicial career lasted in all no less than thirty-one years, under the reigns of three sovereigns, Anne, George I and George II.

THE AMATEUR LAWYER.

A promising litigant started his contentious career very early when a certain plumber was recently sued for the price of " Every man his own Lawyer." The Inns of Court and The Law Society should applaud this excellent beginning. A few men of his temper might do much to create business for the profession.

The layman who " knows the law," particularly when he conducts his own case, figures in too many good stories to be taken quite seriously by the initiated (*primâ facie*, at least).

I like particularly the tale of the High Court master who was subject to fits. A litigant in person had argued before him at great length on the facts of his case. Then, producing a large assortment of law reports, he announced that he would now deal with the law. The master instantly had a fit and bit him in the leg. This is universally acknowledged to be the most effective way to deal with a layman arguing a point of law.

HATS OFF TO THE LAW.

Should a woman wear a hat for presentation in a court of law ? The question lies on the frontier of etiquette where practice is unsettled. On the one hand, we find that Roche, J., last term required a bareheaded girl to cover herself, while on the other, Bateson, J., not only allowed a witness to remove her hat, but expressed a wish that all women would do as much.

The latest addition to the *dicta* on this important subject comes from Judge Tobin who recently declared against the hatless and expressed his view to a young lady described in the press as a " curly-headed, bright girl clerk." His honour admitted that he might be rather Victorian and old-fashioned, and then proceeded, somewhat unfortunately, to add " women still go to church with something on their heads, and I think should not come to court hatless."

Now, that remark may be " Victorian," but it is certainly not " old-fashioned " enough to be Jacobean, for Sir Edward Coke explicitly laid it down " that a woman might be covered in church, but not when arraigned in a court of justice," for from God no secrets are hid, but not so with men, and therefore, in the investigation of truth, all covering should be removed from the face which is often an index of the mind.

As Ann Turner, the lady in question, obstinately objected to this ruling, the masterful chief justice ordered her hat to be pulled off. She then resorted to covering her head with her handkerchief.

Mr. W. A. MACFARLANE, Barrister-at-Law, has been appointed Prosecuting Counsel to the Post Office on the North Eastern Circuit in the place of Mr. Richard F. Burnand.

Notes of Cases.

High Court—Chancery Division.

Berliner *v.* **Fairclough & Sons, Ltd.**
Fairclough & Sons, Ltd. *v.* **Berliner.**
Maugham, J. 15th October.

LEASE—CLAIM TO RELIEF BY LESSEE—JOINT LESSEES MEANING OF " LESSEE "—LAW OF PROPERTY ACT, 1925, s. 146 (2)—LANDLORD AND TENANT ACT, 1927, s. 18 (1).

In the second of these two actions the plaintiffs Fairclough and Sons asked for an order against the defendants, Berliner and Lyttlestone, for possession of certain premises in Whitechapel, for damages for breach of covenants in two leases, dated 12th July, 1921, and for mesne profits. In the first of the two actions there was a claim by Lyttlestone for a new lease or alternatively, for compensation—his defence to the second action was a denial of breach of covenant and he relied on s. 146 (2) of the Law of Property Act, 1925, which provide that where a lessor is proceeding to enforce a right of entry or forfeiture the lessee may apply to the court for relief. The defendant Berliner did not join in the application for relief against forfeiture nor for a new lease or compensation. The leases contained full repairing covenants and the premises were in a very rough state. The damages which could be claimed were limited by s. 18 (1) of the Landlord and Tenant Act, 1927. Counsel for Lyttlestone referred to s. 36 (1) of the Law of Property Act, 1925, and argued that the court ought not to feel obliged not to grant relief to Lyttlestone because Berliner would not join in the application. Berliner appeared in person.

MAUGHAM, J., in giving judgment, said it was not accurate to say that Lyttlestone was " the lessee," he was joint lessee with Berliner, and s. 146 (5) did not lead to the conclusion that if there were two or more joint lessees one of them alone could apply for relief. There would be great objection to a provision which would enable one lessee to apply unless it also enabled the court to absolve the other lessee or lessees from future liability. If he acceded to Lyttlestone's application Berliner would continue to be liable to the covenants in the lease, including the covenant to pay rent. In his view s. 146 (2) could not be applied in the present case unless both the lessees joined in the application, and as that application was not made the court had no jurisdiction to grant relief. The plaintiff company therefore had a right to an order for possession and to an enquiry as to damages.

COUNSEL.—*G. R. Blanco White ; E. S. Cox-Sinclair.*
SOLICITORS.—*Stones, Morris & Stone ; Lord & Peppercorn.*

[Reported by S. E. WILLIAMS, Esq., Barrister-at-Law.]

High Court—King's Bench Division.

Carpenter *v.* **Haymarket Hotel, Limited.**
Swift and Acton, JJ. 17th October.

INNKEEPER LIABILITY FOR LOSS OF GUESTS' GOODS—GUEST NOT NEGLIGENT—NOTICE UNDER THE ACT—ADDITIONAL NOTICE IN BEDROOM TO DEPOSIT VALUABLES IN OFFICE—INNKEEPERS LIMITATION OF LIABILITY ACT, 1863, 26 & 27 VICT., c. 41, s. 1.

Appeal from a decision of Judge Turner, Westminster County Court.

On the 30th October, 1929, the plaintiff, Mrs. Minnie Carpenter, and her husband, a Brighton solicitor, booked a room at the defendants' hotel. Before changing for dinner Mrs. Carpenter replaced a diamond ring, valued at £45, which she was wearing, by a pearl ring, and put the diamond ring in a jewel case which she placed in her suit case in the bedroom. On going down to dinner they locked the bedroom door and took the key. They returned to the bedroom after dinner and left to go to a dance at 9 p.m. The

plaintiff had no occasion to go to the jewel case on returning from the dance, but the following morning she found that the diamond ring was missing. Her husband immediately notified the hotel proprietors in writing. On a claim by the plaintiff for £30 (the amount to which the claim was limited by the Innkeepers Liability Act, 1863), the County Court judge found as a fact that the plaintiff had not been guilty of any negligence, but, nevertheless, considered himself bound to give judgment for the defendants because of the decision in *Jones* v. *Jackson*, 29 L.T.R. 399, in which it was held that if a notice was exhibited to the effect that the proprietor would take charge of valuables and the guest chose to retain exclusive control of them, then the proprietor was exempted from liability. In the present case, in addition to the usual notice in the hall limiting the proprietor's liability to £30 under the Act of 1863, there was also a notice in the bedroom to the effect that the hotel company would not be responsible for any property lost in the hotel, and that "all articles of value should be deposited at the office and a receipt obtained for the same."

SWIFT, J., said that he thought that the County Court judge was perfectly right in coming to the conclusion that the plaintiff had not been negligent. He also thought that there was no evidence to prove, in the circumstances, that the plaintiff had so acted as to show that she had retained to herself the protection of her own property so as to relieve the innkeeper from his liability. In those circumstances the County Court judge ought to have entered judgment for the plaintiff, with costs. The appeal would be allowed.

ACTON, J., agreed.

COUNSEL: *Claude Grundy* for the appellant, the plaintiff: *Maddocks* for the respondent.

SOLICITORS: *Gordon Gardiner, Carpenter & Co.; Rye & Eyre.*

[Reported by CHARLES CLAYTON, Esq., Barrister-at-Law.]

High Court of Justice.

(PROBATE, DIVORCE AND ADMIRALTY DIVISION.)

MICHAELMAS SITTINGS, 1930.

PROBATE AND MATRIMONIAL.

The business of the Division will be taken in the following order:—

Divisional Court for the hearing of Admiralty and Matrimonial Appeals on Wednesday, 15th, and Thursday, 16th October.

Undefended Matrimonial Causes—(*a*) Monday, 13th October, until Friday, 17th October; (*b*) every Monday; (*c*) the last two or three days of the Sittings. Before three Courts, subject to Divisional Court, Admiralty work and ordinary Monday business; (*d*) Undefended Nullity (Medical) suits will be taken on Monday, 17th November, at 10.30.

Common Jury Causes from Tuesday, 21st October, until Friday, 31st October (Saturday and Monday excepted).

Probate and Defended Matrimonial Causes without Juries—From Tuesday, 21st October, until Wednesday, 17th December, before either one, two or three courts, subject to Jury and Admiralty Causes (Mondays and Saturdays excepted). And *in any case* from Tuesday, 4th November, until Friday, 14th November (Saturday and Monday excepted).

Special Jury Causes before the President from Tuesday, 17th November, until Friday, 5th December (Saturdays and Mondays excepted).

Applications to make Decrees *Nisi* Absolute will be heard in court on Tuesday, 14th October, and each succeeding Monday.

Motions will be heard in Court on Tuesday, 14th October, and each succeeding Monday.

All papers for Motions must be lodged at, and Motions—whether new or adjourned—must be set down in, the Contentious Department of the Principal Probate Registry at Somerset House before 2 o'clock p.m. on the Tuesday of each week.

Judge's Summonses which—whether new or adjourned—must be set down before 4 o'clock on the Thursday of each week will be heard on Tuesday, 14th October, and each succeeding Monday at half-past 10.

Summonses before the Registrars will be heard at the Probate Registry, Somerset House, on each Tuesday, Wednesday, Thursday and Friday during the sittings at half-past 11 o'clock.

ADMIRALTY DIVISION.

The Admiralty Court will sit in the Royal Courts of Justice on every week-day from Monday, 13th October, until Saturday, 20th December, inclusive.

A Divisional Court will sit on Wednesday and Thursday, 15th and 16th October.

Summonses before Mr. Justice Hill will be taken on Mondays at 10.30 a.m., followed by Motions, in court.

All papers for Motions and for Summonses to be heard before the Judge must be left in the Admiralty Registry, Royal Courts of Justice (Room 738), on the Wednesday preceding.

Summonses before the Assistant Registrar will be heard at the Admiralry Registry, Royal Courts of Justice (Room 730 or 729), at 11 a.m., on every Tuesday and Friday during the sittings.

The Admiralty Registry and the Marshal's Office are on the third floor of the West Wing, in Rooms Nos. 729 to 744.

The Long Vacation is from August 1st to October 11th, and the Christmas Vacation from December 24th to January 6th, inclusive.

The offices are closed on Good Friday, Easter Eve, Easter Monday and Tuesday, Whit-Monday, and the August Bank Holiday, also on Christmas Day and Boxing Day.

Registrar's Room, 730; Assistant Registrar's Room, 729; Reference Room, 743; Marshal's Room, 740.

When the offices are closed, telegrams marked "immediate" are telephoned to the Marshal's private address.

Rules and Orders.

ADMIRALTY.—SHORT CAUSE RULES, 1908.

ON THE ADMIRALTY SIDE OF THE PROBATE, DIVORCE, AND ADMIRALTY DIVISION.

(Amended 1930).

1. The parties to any cause in the Admiralty Division may have the same dealt with, heard, and determined in accordance with these special Rules, termed "(1908) Short Cause Rules," upon filing in the Admiralty Registry (or if the cause is proceeding in a District Registry, then in that Registry) a consent, signed by the parties or their solicitors duly authorised in that behalf, in the form given below.

"CONSENT."—These Admiralty Short Cause Rules are not Rules in the Supreme Court; but, like the notices in K.B.D. as to Commercial Causes, are regulations made by the President of the P.D. and A. division for facilitating the speedy despatch of business. They cannot extend the powers of the Judges contained in the R.S.C. without the consent of the parties. (Cf. *Baerlein* v. *Chartered Bank* [1895] 2 Ch. 488, C.A.). Accordingly, as some of the rules do purport to extend those powers (see e.g., rr. 6, 8), the consent of all parties is made a condition of the adoption of the procedure. See note at foot of Form of Consent, *infra*.

2. After such consent has been filed application may be made by any party to the Judge in Chambers to appoint a day for the hearing, and to give directions.

3. There shall be no pleadings beyond the claim endorsed on the writ, but if there be a counterclaim notice thereof shall be given in writing before such consent as aforesaid is signed.

4. Lists of documents shall be exchanged and mutual inspection of documents given at or before a time appointed by the judge on the hearing of the application aforesaid.

5. At the hearing of the application aforesaid, unless it shall sufficiently appear from the writ or otherwise in writing, the plaintiff shall specify the cause or causes of action in respect of which the action is brought, and if practicable the amount actually claimed, and the defendant shall specify the grounds of defence on which he relies, and in salvage claims the plaintiff and defendant respectively shall at the same time, or within such time as the judge shall direct, state the values of their property and, if required, by affidavit. In the case of a counterclaim the cause or causes of action and the claim therein, and the ground of defence thereto, shall be similarly stated.

6. The Judge shall be at liberty to receive, call for, and act upon such evidence, documentary or otherwise, whether legally admissible or not, as he may think fit.

See r. 1 (n), "Consent."

7. If in any cause the sum awarded, or for which judgment is given exceeds the sum, if any, tendered, the Judge may nevertheless exercise his discretion as to how and by whom the costs shall be borne.

8. There shall be no appeal from any order or judgment of the Judge, except on a question of law, and then only by his leave.

See r. 1 (n), "Consent."

9. In other respects the ordinary rules and practice shall apply so far as may be necessary. Notwithstanding anything in these special Rules the Judge may, if he thinks fit, make such orders as he might make under the ordinary rules and practice.

10. Where a Submission to Arbitration provides that the Reference shall be to a judge, the Judge to whom application is made shall hear and determine the matters agreed to be referred.

The parties to any such submission shall have the matters referred dealt with in accordance with these Rules.

(NOTE.—The consent in Rule I mentioned should in no case be signed without express authority of the party purporting to consent).

FORM OF CONSENT TO THE APPLICATION OF THE (1908) SHORT CAUSE RULES ON THE ADMIRALTY SIDE OF THE PROBATE, DIVORCE AND ADMIRALTY DIVISION (Amended 1930).

IN THE HIGH COURT OF JUSTICE,
PROBATE, DIVORCE AND ADMIRALTY DIVISION
(ADMIRALTY).

BETWEEN

and

The " ."

If filed in a District Registry, insert place of the Registry.

We the undersigned respectively hereby agree that this cause shall be dealt with, heard, and determined, according to the (1908) Short Cause Rules (Amended 1930).

Dated the day of 19 .

(*Signed*)

The Practice Rules above set forth shall come into operation as from the 31st day of August, 1930.

MERRIVALE,
President.

Legal Notes and News.

Honours and Appointments.

NEW ADMIRALTY JUDGE.

The following official announcement was made on Wednesday night :—

" The Hon. Mr. Justice Hill has resigned his office as Judge of the High Court of Justice (Probate, Divorce, and Admiralty Division).

" The King has been pleased to approve the appointment of Mr. George Philip Langton, K.C., as one of the Justices of the High Court of Justice (Probate, Divorce, and Admiralty Division)."

The retirement of Mr. Justice Hill was commented upon in THE SOLICITORS' JOURNAL of the 18th October (74 SOL. J., at p. 679). Born in 1881, Mr. Langton was educated at Beaumont College and New College, Oxford. He was called to the Bar by the Inner Temple in 1905. He served during the war with the Royal Garrison Artillery, and was for a time Garrison Adjutant at Queenstown Harbour. Later, he was attached to the Intelligence Department at the War Office, and subsequently acted as a director of the Labour Department, and a Commissioner of Labour Disputes for the Ministry of Munitions. He is a joint honorary general secretary of the Comité Maritime National. He took " silk " in 1925 and practised on the Admiralty side of the division.

NEW SOLICITOR-GENERAL.

The King has been pleased to approve that the Hon. Richard Stafford Cripps, K.C., be appointed Solicitor-General, in succession to Sir James Melville, K.C., M.P., resigned.

It had been generally anticipated that Mr. Cripps would succeed to the office of Solicitor-General. The youngest son of Lord Parmoor, he was born in 1889 and was educated at Winchester and New College, Oxford. He was called to the Bar by the Middle Temple in 1913, and took " silk " in 1927. He practised at the Parliamentary Bar and in the Chancery Division.

Mr. J. BROOK WILLIS, LL.B., Assistant Solicitor in the office of the Town Clerk of Bridlington (Mr. George Melvin), has been appointed to a similar position in the office of the Town Clerk of Bradford (Mr. Norman L. Fleming).

Mr. G. R. ROWLANDS, solicitor, Stockport, has been appointed Assistant Solicitor in the office of the Town Clerk of Bridlington, in succession to Mr. Willis.

Mr. ROGER ROSE, Solicitor, who was Deputy Town Clerk of Dudley, has been appointed Town Clerk of Glossop.

Mr. T. E. WHITELEGG, Clerk to the Whitchurch (Salop) Urban District Council, has been appointed Clerk to the Ormston Urban District Council.

Mr. C. HARGREAVES PEARSON, Barrister-at-Law, has been appointed Junior (Common Law) Counsel to the Commissioners of Works and Public Buildings in succession to Mr. Walter Monckton, K.C.

Mr. A. STANLEY GRANT, Solicitor, has been appointed Clerk of the Ward of Cripplegate Within in succession to the late Mr. C. W. Sawbridge.

Major REGINALD BULLIN, solicitor, Portsmouth (of the firm of Edmonds & Bullin), has been elected a director of the Solicitors' Benevolent Association.

Mr. J. P. GARNER, solicitor, and chief assistant in the department of the Town Clerk of St. Marylebone, has been appointed Town Clerk of Douglas.

Professional Announcements.

(2s. per line.)

Mr. Edward Sant, B.A., solicitor, Salisbury, announces that Mr. Sidney Hurlston Kirby, who has been in partnership with him since April, 1924, retired on the 30th September last, and that Mr. HENRY THOMAS JONES has joined him in partnership as from the 1st October last. Mr. Jones has been a barrister and solicitor for many years, practising in the Malay States, and was also a member of the Federal Council of the Federated Malay States.

The practice will in future be carried on under the style of " Hamilton Fulton, Sant & Jones."

Professional Partnerships Dissolved.

NORMAN NEVILE MARSH and ARTHUR LESLIE FERRIMAN, both of Worthing, in Sussex, solicitors (Marsh and Ferriman), dissolved by mutual consent as from 4th October, 1930, on N. N. Marsh retiring from practice. The business will be carried on in the future by A. L. Ferriman under the name or style of Marsh and Ferriman as hitherto.

ROAD TRAFFIC ACT, 1930.

On inquiry at the Ministry of Transport, as we go to press, the following information as to the probable dates on which the various Parts of the Act will be brought into force has been obtained :—

Part I.—Regulation of Motor Vehicles, including provisions as to Drivers' Licences, Driving Offences, and the alteration of the Speed Limits (1st December, 1930).

Part II.—Third-Party Insurance (1st January, 1931).

Part III.—Amendment of Law relating to Highways, including the Highway Code (1st January, 1931).

Part IV.—Regulation of Public Service Vehicles, including appointment of Traffic Commissioners, and the issue of Road Service Licences (1st April, 1931).

(It is anticipated that the Traffic Commissioners and their Officers will be appointed without delay and that this part of the Act will be wholly in operation by the date stated.)

Part V.—Running of Public Service Vehicles by Local Authorities (1st April, 1931).

These dates are provisional only, and are dependent on the issue of regulations in time.

ST. DUNSTAN'S.

The fifteenth annual report of St. Dunstan's for the year ended 31st March, 1930, on the work it is doing for blinded soldiers and sailors contains the following appeal, written by the Chairman of the Executive Council, Captain Ian Fraser, C.B.E. :—

" To the friends of St. Dunstan's, old and new, I send this brief message. The years pass, wounds heal, and the War, thank God, is being forgotten. But blindness remains, and so St. Dunstan's must go on. Please help us to maintain the work which contributes so greatly towards the happiness and well-being of the men who were blinded in the Empire's service."

The organisation is based solely upon voluntary contributions, and grateful reference is made to the support which it receives. The report acknowledges particularly the indebtedness of St. Dunstan's Council to testators who have made generous provision for St. Dunstan's in their wills, and to those members of the legal profession who, by their recommendations of St. Dunstan's when they are asked to advise intending testators as to legacies, have influenced a most valuable yearly addition to St. Dunstan's funds.

Copies of the report, which contain detailed accounts and balance sheet, will be gladly sent on application to St. Dunstan's Headquarters, Inner Circle, Regent's Park, London, N.W.1.

NATIONAL HEALTH INSURANCE.

Voluntary Health and Pensions Insurance.

The Minister of Health desires to point out that certain special classes of persons who for various technical reasons had hitherto been excluded are entitled to join the scheme under the Pensions Act which came into operation at the beginning of this year, provided that they do so within the time allowed. For example, those employed in what is known as "excepted employment," such as railway and municipal employees, who are compulsorily insured for pensions only, are now able to contribute for health insurance benefits as well as for all pensions. If, however, a person was so employed on the 2nd January, 1930, he must apply to an approved society or to the Ministry of Health before the 31st December next, when the option definitely expires. A person who has entered such employment since the 2nd January is given twelve months in which to apply.

Another class of persons who must apply by the 31st December consists of insured persons who left Great Britain or Northern Ireland a year or two before the 2nd January, 1930, to settle in the Dominions overseas and who desire to preserve their pensions rights as voluntary contributors. Any persons in this class should make application to the Ministry of Health and not to an approved society.

SCOTTISH APPOINTMENT.

The King, on the recommendation of the Secretary of State for Scotland, has appointed Mr. John Burns to be one of the Macers of the Court of Justiciary and of the Court of Session.

Court Papers.

Supreme Court of Judicature.

Rota of Registrars in Attendance on

Date	Emergency Rota	Appeal Court No. 1	Group I. Mr. Justice Eve. Witness. Part II.	Mr. Justice Maugham. Witness. Part I.
M'nd'y Oct. 27	Mr. Ritchie	Mr. Hicks Beach	Mr.*Blaker	Mr.*Ritchie
Tuesday .. 28	Andrews	Blaker	*Jolly	Blaker
Wednesday 29	Jolly	More	*Ritchie	*Jolly
Thursday . 30	Hicks Beach	Ritchie	Blaker	Ritchie
Friday 31	Blaker	Andrews	Jolly	*Blaker
Sat'd'y Nov. 1	More	Jolly	Ritchie	Jolly
	Group I. Mr. Justice Bennett Non-Witness.	Mr. Justice Clauson. Witness. Part I.	Group II. Mr. Justice Luxmoore. Non-Witness.	Mr. Justice Farwell. Witness. Part II.
M'nd'y Oct. 27	Mr. Jolly	Mr. Hicks Beach	Mr. More	Mr.*Andrews
Tuesday .. 28	Ritchie	*Andrews	Hicks Beach	*More
Wednesday 29	Blaker	More	Andrews	*Hicks Beach
Thursday . 30	Jolly	*Hicks Beach	More	Andrews
Friday 31	Ritchie	Andrews	Hicks Beach	*More
Sat'd'y Nov. 1	Blaker	More	Andrews	Hicks Beach

* The Registrar will be in Chambers on these days, and also on the days when the Courts are not sitting.

The Christmas Vacation will commence on Wednesday, the 24th day of December, 1930, and terminate on Tuesday, the 6th day of January, 1931, inclusive.

HIGH COURT OF JUSTICE.—CHANCERY DIVISION.

(*Continued from page* 694).

Adjourned Summonses.

Atkey (London) ld (ordered on Jan 22, 1924 to s.o. generally)
Direct Fish Supplies ld (ordered on Feb 3, 1925 to s.o. generally)
Norman Wright & Barrett ld (appln of Founders Trust & Investment Co ld ordered on March 18, 1930 to s.o. generally —liberty to restore)
City Equitable Fire Insce Co ld (appln of Liverpool & London and Globe Insce Co ld ordered on April 8, 1930 to s.o. generally —liberty to restore—retained by Mr Justice Maugham)
Wicklow ld (appln of Kenneth Brown Baker Baker)
Wm Muirhead MacDonald Wilson & Co ld (appln of H Bolton—with witnesses)
City Equitable Fire Insce Co ld (appln of A J Collins & Co ld)
Blyth Shipbuilding & Dry Docks Co ld (appln of R S Dagleish—with witnesses)
Buckingham Brick & Tile Co ld (appln of J M Willis—with witnesses)
Shaw & Jackson ld (appln of Liquidator—with witnesses)
British American Continental Bank ld (appln of Lisser & Rosenkrantz)
J Horstman & Co ld (appln of F Albrecht)
J Horstman & Co ld (appln of National Commercial Bank ld)
Miranda ld (appln of Liquidator)

DIVISIONAL COURT.

Little Wadhurst Farm (Preston) ld (appeal from Order dated July 22, 1930 of Judge Bradley, Bristol County Court)

Before Mr. Justice Bennett.
Short Cause.

Friend v Yeates

Adjourned Summonses.

Re Bettison Public Trustee v Bettison
Re Wimbledon & Putney Commons Act, 1871 Wimbledon & Putney Commons Conservators v Tuely
Re Northcliffe Arnholz v Hudson
Re King-Morgan's Settlement King-Morgan v Fowler
Re Vane Barnard v Vane
Re Trimble Wilson v Turton
Re The Windermere District Gas & Water Acts, 1862 to 1928 Windermere District Gas & Water Co v Wilbye Whitehead
Re Horsley's Trusts Midland Bank Executor & Trustee Co ld v Horsley
Re Fremantle's Settlement Fremantle v Cottisloe
Re Hall Jones v Hall
Re Bell's Settled Estates Bell v Bell
Re Sladen Westminster Bank ld v Sladen
Re Welsh O'Brien v Whitehead
Re Clarke Westminster Bank ld v Macphail
Re Alexander & Lemon's Lease Lemon v Alexander
Re Mann Mann v Mann
Re Macleod's Trusts Dowling v Macleod
Re Stephenson Lloyd v Fullelove
Re Partridge Holyoake v Partridge
Re Phillips Tuckfield v Jones
Re Stapley Blaker v Bailey
Re G C Hampsheir ld & re Companies Act, 1929
Re Higginbottom Lloyds Bank ld v Braithwaite
Re Radford Foley v Radford
Westminster Bank ld v Warke
Re Rhodes Churchill v Layton
Re Packwood Smith v Adams
Re Unsworth Allen v Guy's Hospital
Re Boutcher Turner v Boutcher
Re Nicols Ackerley v Baker
Re Quiggin Quiggin v Gardner
Re Evens Boulanger v Hall
Re Hoyland Kite v Sutcliff
Re Read's Agreement Ivimey v Deane
Re Jones Jones v Cusack-Smith
Re Garnsworthy Baxter v Murphy
Re Westminster's Settlement Trusts Westminster v McKenna
Re Baker Cobbledick v Griffiths
Re Judson's Settlement Leefe v Judson
Re McConnell's Settlement Queenborough v Queenborough
Re Oliver Morrison v Kitchen
Re Rowe Warren v Bristed
Re Pearce Pearce v Emery
Re Sodens Contract Re Law of Property Act, 1925
Re Gaskell Gaskell v Gaskell
Re Viney Pegg v Holmes

Group II. In Causes and Matters assigned to Mr. Justice Clauson, Mr. Justice Luxmoore and Mr. Justice Farwell.

Before Mr. Justice Clauson.

Witness List. Part I.

Actions, the trial of which cannot reasonably be expected to exceed 10 hours.

Alton v Heddon
Merrick v Baker
Taylor v Phillips
Davis v Rush
Griffiths v Griffith
Arthur H Brandt & Co v Cork
Ideal Werke, A G v Willesden & District Light Supply Co ld
Compagnia Generale Di Riassicurazioni v The Consolidated Assurance Co ld (In Liquidation)
Knight v Goymer
Re Clews Will Trusts Clews v Clews
Re Cassidy Cassidy v Tickle
Llewellin v Crawshaw
Cook v Corrigall
Smith v Nicoll
Campbell v Maltby
Grenville v London Tin Corporation ld
Kulcken v Southern
Dinross v Wigley
Re Gatley, infants and Re Guardianship of Infants' Acts
Charrington & Co ld v United Picture Theatres ld
Re Mark Martin, dec McCallum v Martin
C C Wakefield & Co ld v Jordan
Cohen v Cohen
Re Hackford Midjord v Howis
Hamilton Palmer ld v Palmer
South London Greyhound Racecourses v Wake
Trustee of Fisher (a Bankrupt) v Raceford
Remnant v Du Cros
O'Leary v Bray
Hobbs v Wilkinson
The British Maritime Trust ld v Upsons ld
King v King
Grey v Gibson
Flood v Moult
Tibbenham v Tibbenham
Re Herbert Frost v Herbert
Re Same Herbert v Frost
Racine v Racine
Pinney v Dix (Builders) ld
Bennett v Moore
Wisely v Soper
Ferguson v British & Dominions Products Trust ld
Lewin v Field
Holland v Methuen & Co ld
Eggar v Cragg
McNamara & Co (1921) ld v Great Western Ry Co
Mathieson v Mathieson
Re Timmins Timmins v Timmins
Re McNeal Pole v Pole
Pownall v Sharpe
Polperro Electric & Cold Storage Co ld v Nettleinghame
D Morris & Sons ld v Jarvis
Simons v Associated Furnishers ld
Hart v Willsons (London & Provinces) ld
Green v Mansell
Heppells ld v Roberts
Sorbo Rubber Sponge Products ld v Defries
Woolard v Smith
Hall v Greaves
Taylor's Trustee v Tennyson
Henderson v Shepherd
Portslade-by-Sea Urban District Council v Waugh
Baptist Union Corpn ld v Golder
Kent v Watts
W Gradwell & Co ld v Friedlander

Before Mr. Justice Luxmoore.

For Judgment.

Naamlooze Vennootschap Fabrik Van Instrumenten en Electrische Apparaten "Inventum" v Schneider

For Hearing.

Assigned Adjourned Summonses and Petition.

Re Perry & Brown's Patents Re Patents & Designs Acts, 1907-1928
Re Jones & Attwood's Patent and Re Patents and Designs Acts, 1907-1928
Re Blache's Patent Re Patents and Designs Acts, 1907-1919

Retained Action.

Witness List. Part I.

Spyer v Phillipson

Adjourned Summonses.

Re Lancashire Lancashire v Royal National Lifeboat Institution
Re Sassoon's Settlement Ezra v Ezra
Re Daniels' Will & Codicil Trusts Public Trustee v Daniels
Re Walker Colsell v Hayhoe
Re Back's Will & Codicil Trusts Foley v Pares
Re Blundell Pearn v Royal Asylum of St Anne's Society
Re Reeves' Settlement Furley v Peck
Re Prior Price v Prior
Re Lowther's Will Trusts Kirkup v Rogers
Re Vander Byl Fladgate v Gore
Re McDonald's Will Trusts Franckeiss v McDonald
Re Stimpson's Settlement Trusts Stimpson v Stimpson
Re Britton Willmott v Citroen
Re Lewis Public Trustee v Gough
Re Sicly Hatton v Greenhill
Re Eades Eades v Eades
Re Ivey Parker v Neate
Re Chagford & Devon Electric Light Co Hamlyn v The Company
Re Baaron's Will Trusts Ellicombe v Ellicombe
Re Baxter's Settlement Trusts Southern v Innes

Before Mr. Justice FARWELL.
Retained Adjourned Summons.

Re Wright, infant

WITNESS LIST. PART II.

Brooks v Hitchman's Dairies ld
Bonzon v The Governor & Company of the Bank of England
Trustee of Fox (a Bankrupt) v Rubens
Re Handley Handley v Handley
Re Latner Latner v Galinski
Trustee of Thompson (a Bankrupt) v Molineux
The Chatsworth Estates Co v Fewell
Northern Renovators ld v Wilkinson
Wilson v Huxley
Amalgamated Carburetters ld v Bowden Wire ld
Young & Co's Brewery ld v The Wandsworth, Wimbledon & Epsom District Gas Co
Palmer v Debenham
Ashcroft v Cribb
Squire v Medley, Hartmann & Co ld
Samuelson v Producers' Distributing Co ld
Gill v Town Investments ld
Kitson v Constantinesco
Lennards ld v Lennards
Penge Urban District Council v Lewisham Corpn
Taylor v Burston
Corry v Westminster Bank ld
Johnson v Warner Brothers Pictures ld
Davies v Lucas
Smith v Hedinger

CHANCERY DIVISION.
(In Bankruptcy).

APPEALS AND MOTIONS IN BANKRUPTCY.
Pending 4th October, 1930.

Appeals from County Courts to be heard by a Divisional Court sitting in Bankruptcy.

Re a Debtor (No. 19 of 1930) Expte The Debtor v The Petitioning Creditor and The Official Receiver.
Rea Debtor (No. 76 of 1930) Expte The Judgment Debtor v The Judgment Creditors
Re a Debtor (No. 11 of 1930) Expte The Petitioning Creditors v The Debtor
Re Ebbutt, D. H. Expte The Bankrupt v The Official Receiver
Re a Debtor (No. 8 of 1930) Expte The Debtor v The Petitioning Creditors and The Official Receiver
Re Debtors (No. 4 of 1930) Expte The Debtors v The Petitioning Creditor and The Official Receiver

MOTIONS IN BANKRUPTCY
for hearing before the Judge.

Re Bolton, J B Expte Mrs M B Bolton v P S Booth and J S Wells, Trustees
Re Agelasto, P J, Sechiari, G P and Copsidas, D N (carrying on business as Rodocanachi, Sons and Co.) Expte Bruno, Phillipp and Jaffa & Levin, a firm v G E Sendell, Trustee
Re Grimes, P A Expte The Official Receiver and Trustee v K M Grimes
Re Kramberg, M Expte W H Cork, Trustee v M Weisenbloom
Re Podesewha, J Expte M J Wilson (referred to Judge by Registrar)
Podeschwa, J Expte A O Miles, Trustee v M J Wilson
Re Pethick Dix & Co Expte The Official Receiver Trustee (for directions)
Re Rosenburg, L Expte The Official Receiver, Trustee v S Rosen
Re Shaw, H Expte F Stuart v F S Salaman, Trustee
Re Dawkins, G L Expte The Official Receiver v Schwab and Snelling
Re Galofsky, I Expte Mark , Trustee v Hyman Golker
Re Bottomley, W H Expte The Trustees in Bankruptcy (No 846 of 1929) v The Trustees in Bankruptcy (No. 500 of 1922)

KING'S BENCH DIVISION.

CROWN PAPER.—For Argument.

F Bourne & Son v Shaxby
The King v General Commissioners of Income Tax
Revenue Officer, Middlesbrough v Assessment Committee for the Middlesbrough Assessment Area and the Middlesbrough Corporation
Revenue Officer, Worth Valley v West Yorkshire Road Car Co ld and Worth Valley (Keighley) Assessment Committee
Rubin v J W Huelin ld (Special case under s. 19 Arbitration Act 1889, 2nd June)
Revenue Officer, Lambeth v London Waste Paper Co ld
Revenue Officer, Cardiff v Assessment Committee for Cardiff Assessment Area and Neale and West ld
Sittingbourne U D C v Lipton ld
Revenue Officer, Cardiff v Assessment Committee for City of Cardiff Assessment Area
Winter v Woolfe
Dover Harbour Board v Assessment Committee of the Dover and Eastry Assessment Area and the Rating Authority for the Borough of Dover
Revenue Officer, High Peak v The Assessment Committee for the High Peak Assessment Area and the Derbyshire County Council
Revenue Officer, High Peak v The Assessment Committee for the High Peak Assessment Area and the Derbyshire County Council
Revenue Officer, Worth Valley v Assessment Committee for the Worth Valley Assessment Area and Southgate
Same v Assessment Committee for the Worth Valley Assessment Area and F. and J Moore
Same v Assessment Committee for the Worth Valley Assessment Area and G Hillary W H & F J Horniman & Co ld v Revenue Officer, Shoreditch
Revenue Officer, Carmarthen v Carmarthen Assessment Committee, the Rating Authority for Islington & Welford and Premier Dairies ld
Revenue Officer, Carmarthen v Carmarthen Assessment Committee the Rating Authority for Whitland and The United Dairies (Wholesale) ld
Revenue Officer, Wandsworth v Phillips, Mills & Co ld
Revenue Officer, Smethwick v Assessment Committee for the Smethwick Assessment Area & J Brooks (Smethwick) ld
Pinks v Daniels & ors
Revenue Officer, Woolwich Assessment Area v Royal Arsenal Co-operative Society ld
Lord Mayor, &c., City of Manchester v Assessment Committee of Bolton Assessment Area & Council of the Urban District of Westhoughton
Same v Assessment Committee of the Bolton Assessment Area & Council of the Urban District of Little Hulton
Davies v Winstanley
Revenue Officer, City of Cardiff Assessment Area v Assessment Committee for the City of Cardiff Assessment Area
Revenue Officer, Bermondsey v John Trapp & Son (Hays Wharf) ld
Kenyon v Street
Revenue Officer, Worth Valley v Assessment Committee for Worth Valley Assessment Area & Seed & Moore
Revenue Officer, Leeds v J Lyons & Co ld
Challis v Warrender & anr
Hope Bros ld v Assessment Committee for City of London Assessment Area and G E James, Revenue Officer for City of London Assessment Area
John West & Sons v Clarke
Turnbull v Barnett
Harman v Bolt
Taylor v Best
Aplin & Barrett and The Western Counties Creamerics ld v Assessment Committee for the Wandsworth Union & the Revenue Officer for Battersea Area
Revenue Officer, Hereford v Assessment Committee for the County of Hereford and G Hill & Sons ld
Revenue Officer Ipswich v Assessment Committee for the Borough of Ipswich Assessment Area and R & W Paul ld
Revenue Officer Swansea v Assessment Committee for the Swansea County Borough Assessment Area & The Swansea Corpn
Barber v Bolt
Revenue Officer Dewsbury v Assessment Committee for the County Borough of Dewsbury and William Handley
Same v Same
Revenue Officer Bethnal Green v W Gaymer & Son ld
Revenue Officer Stepney v Lambert
Revenue Officer Holborn Union v C & T Harris (Calne) ld
Lipton Limited v Revenue Officer Shoreditch
Wootton v Pepler
Revenue Officer West Derby v Assessment Committee for the West Derby Assessment Area and Messrs Tate & Lyle ld
Same v Same
Revenue Officer Surrey v Assessment Committee for the Surrey (Mid Eastern Assessment Area and Messrs. Clarkson & Sons
The King v London County Council nisi for certiorari for order (exparte The Entertainments Protection Association ld)
The King v Same nisi for mandamus to hear &c. application (exparte Same)
The King v Confirming Authority for the County Borough of Walsall nisi for certiorari for orders (exparte Hancock)
Barnes & ors v The Trustees of The British United Order of Oddfellows
The King v Compensation Authority for the County of Buckingham nisi for certiorari for renewal of Licence (exparte Jones)
The King v Same nisi for mandamus to hear &c application for renewal of Licence (exparte Jones)
The King v Webster nisi for prohibition from proceeding with Arbitration (exparte Marshall)
Lee Conservancy Board v Revenue Officer Poplar
Revenue Officer West Derby v Assessment Committee for the West Derby Assessment Area and the Rating Authority for the County Borough of Liverpool Rating Area and H Pooley & Son ld
Midland Bank ld v Assessment Committee of the Newport (Mon) Rating Area & ors
Nelson v Dental Board of United Kingdom
Rouse v Varley
Mercer & ors v Reid & ors (special case under s. 19 Arbitration Act 1889, 29th August)
Moon v Napper
Menzies v Galliers
Amalgamated Anthracite Collieries ld v Jones
Golby v Apps
Revenue Officer Plymouth v Assessment Committee for the Plymouth Assessment Area and the Plymouth & Oreston Timber Co ld
Siviour v Napolitano
Revenue Officer Hereford v Lewis
Rapson v Gimson
Mellligott v Turner

CIVIL PAPER.—For Hearing.

Rezin v Wood
Hankinson v Vickers (Bournemouth County Court)
Southern Garage ld v Clark (East Grinstead County Court)
Oetzman & Co ld v Barnes (Bloomsbury County Court)
Hoskins v Lewis (West London County Court)
Alvarez v Emanuel (Westminster County Court)
Bright v Storey
Archer v George Beer & Rigden ld (Faversham County Court)
The Fulham & Hampstead Property Co ld v Pitt (Marylebone County Court)
Hearn v Household Equipment Supply Co ld (Clerkenwell County Court)
Carpenter v Haymarket Hotel ld (Westminster County Court)
Cleary v Lennox & anr (Westminster County Court)
Stevens & Lee v Ridout (Barnet County Court)
Alice v Great Western Railway Co (Marylebone County Court)
Player v Anglo Saxon Insce Assoc ld (Bristol County Court)
Winkworth v Raven (Northampton County Court)
Kassos Steam Navigation Co ld v Great Western Railway Co (Cardiff County Court)
Foster v R A Publishing Co ld (Norwich County Court)
Germain v Brownbill (Kingston County Court)
Hepburn v Postance (Lewes County Court)
Gates Motor & Engineering Co ld v Ralph (J Lester ld clmts) (Seaham Harbour County Court)
Williams v Thomas (Neath & Port Talbot County Court)
Schnabel Gaumer & Co v Semper
Carr v Newcastle United Football Co ld & ors (Newcastle-upon-Tyne County Court)
White v H G Dutfield (Whitechapel County Court)
Carr v Newcastle United Football Co ld & ors (Newcastle-upon-Tyne County Court.
Hoskins v Read (Shoreditch County Court)
Penton v Southern Railway (Southwark County Court)

In the matter of the Solicitors Act, 1843 and In the matter of Solicitors
Meller v Cannon Hill Estates ld (Mayor's City of London Court)
London Welsh Estates ld v Phillip
Town v Fawcett (Wandsworth County Court)
Jones v Fine Worsted Manufacturing Co ld (Marylebone County Court)
Harry Neal ld v Taylor
Kairshaw v Marten Stewart ld (Bloomsbury County Court)
Pease & Partners ld v The Birtley Iron Co ld
C Stanworth & Sons ld v Munro & anr (Blackburn County Court)
John Waterer, Sons & Crisp ld v Huggins (Farnham & Aldershot County Court)
Revitt v United Steel Co's ld (Rotherham County Court)
Peaty v Watton (Poole & Bournemouth County Court)
Seabridge v Day
D Setchell & Co v Oree ld (City of London County Court)
Robson v Bianchi (Bloomsbury County Court)
Jackson & Co Grain Merchants v International Grain Trading Co ld (J W Mitchell ld Intermediaries)
Whitehouse v Stanton
Clark v Downes (Coventry County Court)
Clark v Mawby (Coventry County Court)
Self v Pierson (Romford & Ilford County Court)
MacIntyre v London & North Eastern Ry Co (Newcastle-on-Tyne County Court)
Fordsee v Barrel (Bow County Court)
Edgar v Gerrard's Cross Hotel & Golf Club ld
Webster & anr v Robson & Perrin & anr
Keates v Lovett (Epsom County Court)
Herridge v James (Brentford County Court)
Edgar v Gerrard's Cross Hotel & Golf Club ld
Great Western Ry Co v Bedwas Navigation Colliery Co ld (Newport County Court)
Dadd v Joseph (Bow County Court)
The Council of the Pharmaceutical Society of Great Britain v Watkinson (Wood Green County Court)
British Automatic Vendors ld v Parker (County of London County Court)
Smart v Phillimore (of Shiplake) (Brompton County Court)
Chiverton v Ward (Bow County Court)
Morris v Barlow (Brentford County Court)
United Counties Trust ld v Payne (Mayor's & City of London Court)
Skinner v Geary (Croydon County Court)
Falkirk Iron Co ld v The Basil St Hotel ld
Holmes v Holmes (Reading County Court)
Morris v John Morgan & Co ld (Wellington County Court)
Smith v Shord (Uxbridge County Court)
Smith & Moeller ld v William Terrell & Sons ld
Lefevre v Hirst (Edmonton County Court)
Dayer-Smith v C H Gibson ld
Jones v Titman (Northallerton County Court)
National Flooring Co ld v Floorcraft ld (West London County Court)
Co-Parts ld v Kirkland (Westminster County Court)
Alfred W Newbery & Co ld v Bonts Brothers
Webster v Baker (Dudley County Court)
Edgar v Gerrard's Cross Hotel and Golf Club ld
Fowkes v The Leicestershire Colliery and Pipe Co ld (Ashby-de-la Zouch County Court)
Fletcher v Beech (Bolton County Court)
Davis v Chilcott & Anstee ld (West London County Court)
Johnson v Bowles (Mayor's and City of London Court)
Maltz v Burn & anr (Clerkenwell County Court)
Same v Same (Clerkenwell County Court)
British Oak Insurance Co ld v Sayles & Sayles
Jameson v Kimmell Bay Land Co ld (Rhyl County Court)
Establissements F Willing & Co Soc Anon v Henry Bath & Son ld
Pitcher v Samson (Cardiff County Court)
Johns v Lewis (Cardiff County Court)
Thompson v Dunning & ors (Torquay County Court)
Bailey & Inchdon ld v The Fire Prevention Office ld
In re Workmen's Compensation Act, 1925 Cotton v Luton (Shropshire County Court

APPEAL UNDER THE UNEMPLOYMENT INSURANCE ACT, 1920.

In the matter of an application by the Church of England Incorporated Society for providing Homes for Waifs and Strays (re Parsons)

SPECIAL PAPER.

Gray v Ocean Accident & Guarantee Corporation
Dowling v Great Western Railway Co
Gristock v Same
Hayward v Daily Express
Libau Wood Co v Henry Smith Sons ld
Golomb v William Porter & Co ld
Radcliffe v The Employers Liability Assurance Corporation ld
Peake v General Accident Fire & Life Assurance Corporation ld
Alfred Darbyshire & Co ld v Henry Whitaker & Sons ld

MOTIONS FOR JUDGMENT.

Australian Radium Corporation (no liability) v Jenkins

REVENUE PAPER.—Cases Stated.

T Haythornthwaite & Sons ld and T Kelly (H M Inspector of Taxes)
G W Selby Lowndes and The Commrs of Inland Revenue
Rheinberg & Co and William Ogston (H M Inspector of Taxes) (remitted)
Municipal Mutual Insurance ld and W J Hills (H M Inspector of Taxes)
F J C Grey and W A Tiley (H M Inspector of Taxes)
Keren Kayemeth le Jisroel ld and Commrs of Inland Revenue
The London Theatres of Varieties ld and Commrs of Inland Revenue
E A H Legge-Bourke and Commrs of Inland Revenue
R G Henry (H M Inspector of Taxes) and Arthur Foster
R G Henry (H M Inspector of Taxes) and Joseph Foster
R A Hunter (H M Inspector of Taxes) and Commander H Dewhurst
G W Allen (H M Inspector of Taxes) and H Margolinsky
H Margolinsky and G W Allen (H M Inspector of Taxes)
F Potter (H M Inspector of Taxes) and R E Elloart
Hillerns & Fowler and J Murray (H M Inspector of Taxes)
Albert Martin and The Commrs of Inland Revenue
W G Tarrant and C K Roberts (H M Inspector of Taxes)
A I Sherwin and P Barnes (H M Inspector of Taxes)
Arthur Riley ld and The Commrs of Inland Revenue
A Manson (H M Inspector of Taxes) and Perrys (Ealing) ld

DEATH DUTIES—SHOWING CAUSE.

In the Matter of John William Atkinson dec
In the Matter of George Eli North dec
In the Matter of Annie Sharpe dec
In the Matter of George Bone dec
In the Matter of Charles Frederick Wahl dec

PETITION UNDER THE LICENSING (CONSOLIDATION) ACT, 1910.

Courage & Co ld and Commrs of Inland Revenue (re "The Plough & Harrow" Public House Leytonstone)

PETITION UNDER THE FINANCE ACT, 1894.

In re the Estate of Blayney Reynell Townley Balfour dec

Stock Exchange Prices of certain Trustee Securities.

Bank Rate (1st May, 1930) 3%. Next London Stock Exchange Settlement Thursday, 6th November, 1930.

	Middle Price 22nd Oct. 1930.	Flat Interest Yield.	Approximate Yield with redemption.
English Government Securities.		£ s. d.	£ s. d.
Consols 4% 1957 or after	91¼	4 7 5	—
Consols 2½%	57⅛	4 6 11	—
War Loan 5% 1929-47	105	4 15 3	—
War Loan 4½% 1925-45	102⅝	4 7 10	4 5 3
War Loan 4% (Tax free) 1929-42	100⅜	3 19 5	3 18 3
Funding 4% Loan 1960-90	93½	4 5 7	4 6 0
Victory 4% Loan (Available for Estate Duty at par) Average life 35 years	96½	4 2 11	4 4 0
Conversion 5% Loan 1944-64	105⅝	4 14 9	4 13 3
Conversion 4½% Loan 1940-44	102½	4 8 0	4 5 6
Conversion 3½% Loan 1961	80½	4 6 11	—
Local Loans 3% Stock 1912 or after	66½	4 10 3	—
Bank Stock	264½	4 10 9	—
India 4½% 1950-55	87	5 3 6	5 9 0
India 3½%	66½	5 5 3	—
India 3%	57	5 5 3	—
Sudan 4½% 1939-73	98	4 11 10	4 12 0
Sudan 4% 1974	89	4 9 11	4 11 9
Transvaal Government 3% 1923-53 (Guaranteed by British Government, Estimated life 15 years.)	83½	3 11 10	4 2 7
Colonial Securities.			
Canada 3% 1938	92	3 5 3	4 3 9
Cape of Good Hope 4% 1916-36	96½	4 2 11	4 13 3
Cape of Good Hope 3½% 1929-49	85	4 2 4	4 14 6
Ceylon 5% 1960-70	102	4 18 0	4 17 9
Commonwealth of Australia 5% 1945-75	86	5 16 3	5 17 9
Gold Coast 4½% 1956	95	4 14 9	4 17 0
Jamaica 4½% 1941-71	94	4 15 9	4 16 9
Natal 4% 1937	96	4 3 4	4 15 9
New South Wales 4½% 1935-45	80	5 12 6	6 7 6
New South Wales 5% 1945-65	83	6 0 6	6 4 9
New Zealand 4½% 1945	97	4 12 9	4 16 0
New Zealand 5% 1946	104	4 16 2	4 15 9
Nigeria 5% 1950-60	104	4 16 2	4 15 0
Queensland 5% 1940-60	84½	5 18 4	6 3 4
South Africa 5% 1945-75	103	4 17 1	4 16 9
South Australia 5% 1945-75	84	5 19 1	6 0 6
Tasmania 5% 1945-75	88½	5 13 0	5 14 2
Victoria 5% 1945-75	84	5 19 1	6 0 6
West Australia 5% 1945-75	85½	5 17 0	5 19 0
Corporation Stocks.			
Birmingham 3% on or after 1947 or at option of Corporation	64	4 13 9	—
Birmingham 5% 1946-56	105	4 15 3	4 13 6
Cardiff 5% 1945-65	102	4 18 0	4 17 6
Croydon 3% 1940-60	73	4 2 2	4 14 0
Hastings 5% 1947-67	103	4 17 1	4 15 6
Hull 3½% 1925-55	81	4 6 5	4 16 4
Liverpool 3½% Redeemable by agreement with holders or by purchase	75	4 13 4	—
London City 2½% Consolidated Stock after 1920 at option of Corporation	56	4 9 3	—
London City 3% Consolidated Stock after 1920 at option of Corporation	66	4 10 11	—
Manchester 3% on or after 1941	64	4 13 9	—
Metropolitan Water Board 3% "A" 1963-2003	66	4 10 11	—
Metropolitan Water Board 3% "B" 1934-2003	68	4 8 3	—
Middlesex C.C. 3½% 1927-47	86	4 1 5	4 14 0
Newcastle 3½% Irredeemable	73	4 15 11	—
Nottingham 3% Irredeemable	64	4 13 9	—
Stockton 5% 1946-66	103	4 17 1	4 16 6
Wolverhampton 5% 1946-56	102	4 18 0	4 16 9
English Railway Prior Charges.			
Gt. Western Rly. 4% Debenture	85	4 14 2	—
Gt. Western Rly. 5% Rent Charge	101½	4 18 6	—
Gt. Western Rly. 5% Preference	95	5 5 3	—
L. & N.E. Rly. 4% Debenture	80	5 0 0	—
L. & N.E. Rly. 4% 1st Guaranteed	73½	5 8 10	—
L. & N.E. Rly. 4% 1st Preference	57	7 0 4	—
L. Mid. & Scot. Rly. 4% Debenture	83	4 16 5	—
L. Mid. & Scot. Rly. 4% Guaranteed	78½	5 1 11	—
L. Mid. & Scot. Rly. 4% Preference	63	6 7 0	—
Southern Railway 4% Debenture	84	4 15 3	—
Southern Railway 5% Guaranteed	99½	5 0 6	—
Southern Railway 5% Preference	90	5 11 1	—

VALUATIONS FOR INSURANCE. It is very essential that all Policy Holders should have a detailed valuation of their effects. Property is frequently very inadequately insured, and in case of loss insurers suffer accordingly. **DEBENHAM STORR & SONS (LIMITED)**, 26, King Street, Covent Garden, W.C.2, the well-known chattel valuers and auctioneers (established over 100 years), have a staff of expert valuers and will be glad to advise those desiring valuations for any purpose. Jewels, plate, furs, furniture, works of art, bric-a-brac, a speciality. 'Phones: Temple Bar 1181-2.

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